

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 2020-0200-4353	2. Contract Title HR Consolidation	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number 1028186	

This contract is between the State of Alaska,

8. Department of Administration	Division Personnel & Labor Relations	hereafter the State, and
9. Contractor Collins Alliance		hereafter the contractor
Street or P.O. Box 13814 50 th Ave SE	City Everett	State ZIP+4 WA 98208-2120

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

- 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the services to be performed by the contractor.
- 2.4 Appendix D sets forth the payment schedule.

ARTICLE 3. Period of Performance: The period of performance for this contract begins August 14, 2019, and ends August 31, 2020 with one (1) one -year optional renewal.

ARTICLE 4. Considerations:

- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed **\$222,000.00** in accordance with the provisions of Appendix D.
- 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

Administration	Attention: Division of Personnel & Labor Relations
Mailing Address PO Box 110020, Juneau AK 99811-0020	Attention: Kate Sheehan

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Collins Alliance	Signature of Authorized Representative 	Date 8/14/19	
Typed or Printed Name of Authorized Representative Joey A. Collins, Psy.D.			
Title Principal			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee 	Date 8/14/19
Department/Division Administration / DOP&LR	Date 8/14/19	Typed or Printed Name June Gotchall	
Signature of Project Director 	Title Acting Director		
Typed or Printed Name of Project Director Kate Sheehan			
Title Director			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 - 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska, permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting inspection of the contractor's facilities, and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract, AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage; military or usurped power, lightning, explosion; fire, storm; drought, flood, earthquake, epidemic; quarantine, strikes, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

APPENDIX C

SCOPE OF WORK / SERVICES

SCOPE OF WORK: See attached proposal from Collins Alliance. The State of Alaska has elected to implement Tier 2 only, at this time, with a not to exceed value of \$222,000. The option to implement Tiers 1 and/or 3 may be exercised at the sole discretion of the State.

PERIOD OF PERFORMANCE: The term of this contract will be from August 14, 2019, through August 31, 2020. There are two one-year renewal options available under this contract. Renewals will be under the same terms and conditions of the original contract. Renewals are to be exercised solely by the state.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Officer appointed by Department of Administration. However, the DOP&LR will be responsible for managing the services provided and performed under this contract and will be the point of contact for inquiries concerning payment information.

END OF APPENDIX C

APPENDIX D PAYMENT SCHEDULE

COST: Contractor shall be reimbursed for all services expenses necessary to perform work under this contract and in accordance with the cost schedule. This is a fixed fee contract and rate will remain firm throughout the life of the contract, including contract period of performance extensions.

COST SCHEDULE:

Alaska DOA Human Resource Reorganization Total Cost for Tiers 1-3	
	Cost
Tier 1	\$124,000
Tier 2	\$222,000
Tier 3	\$395,000

INVOICES: Contractor shall submit a monthly invoice that details the services provided and hours worked to the address in Section No. 11 of contract cover page. Payment will be net 30 pending approval of DOP&LR's project director. Contract number and contracting department name must appear on all invoices & documents relating to this order for payment. Failure to submit invoice as required may cause an unavoidable delay with the payment process

TRAVEL REIMBURSEMENT:

The state will pay separately for all travel expenses of the consultant that are required to perform service as described in this RFP. All necessary travel must be approved by the DOA Commissioner or the Commissioner's designee and will be reimbursed in accordance with the state travel policies as provided in Alaska Administrative Manual (AAM) 60 – Travel, which allows reimbursement for coach airfare, actual lodging cost, and meal and incidental expenses allowable rates. The contractor will use good faith, diligent effort to minimize such expenses.

Reimbursement for airline travel costs shall be limited to coach class. The contractor will not bill the state for the consultant's time in travel status, except for that time during which the consultant has performed work on this project while in travel status.

Reimbursement of hotel costs shall be at cost as invoiced. The consultant shall, when possible, utilize moderately priced hotels comparable to those used by DOA employees.

Reimbursement for meals shall be limited to the same maximum allowed for state employees under the state AAM 60. No reimbursement shall be made for alcoholic beverages, entertainment, or what might otherwise be considered normal living expenses.

State of Alaska Travel Policies: <http://doa.alaska.gov/dof/travel/index.html>
<http://doa.alaska.gov/dof/manuals/aam/index.html>

END OF APPENDIX D



The following represents the collaborative consultative services we will provide Alaska DOA leaders and employees to help them better understand organizational dynamics and to support workforce planning, specifically to the reorganization of HR functions.

HR Reorganization

Below you'll find three offerings that we have drafted to follow the state's *Enterprise Business Model*. As you will see, each tier progress in complexity and services with Tier 1 having the least to Tier 3 with the most.

Regardless of which Tier is selected, we will begin with a planning process that includes the creation and validation of a comprehensive project plan, communication plan, and data collection plan in partnership with the DOA. Our goal to ensure that all proposed activities are accomplished on time and that the appropriate stakeholders are informed and engaged throughout the process. This thoughtful planning helps to clarify roles and responsibilities, to align expectations in terms of workflow, and to ensure that our team can meet and exceed client expectations. Key activities of the planning work stream include:

- **Scoping conversations with sponsors and key stakeholders:** Before launching the HR reorganization, we propose meeting with internal executive sponsors to ensure we are scoping the project correctly.
- **Project plan:** In partnership with DOA stakeholders, we will establish detailed project scope, key activities, and milestones, roles, and responsibilities of those involved, as well as detailed timelines for completion of each step -this will be used throughout the project to guide our work.
- **Measurement and evaluation plan:** To ensure that the work we are doing is having its desired impact, we will identify which metrics we want to capture and track throughout the lifecycle of the project to gauge progress.
- **Data collection strategy:** Given the number of locations and employees involved, we want to be deliberate in selecting who needs to be involved. The purpose is to gain clarity and alignment amongst the leadership team.
 - **Communication strategy and plan:** Throughout our consulting, we do not want stakeholders feeling as though something is done to them, rather than done with them. We want employees to remain informed and engaged throughout the lifecycle of the process via a robust communication plan.
 - **Project kickoff meeting with sponsors and key stakeholders:** We will conduct a session with internal executive sponsors and stakeholders and will seek to share draft versions of the project plan, data collection strategy, and communication strategy and plan to validate and align around the plan. Outcomes of this meeting will include the approval of the plan by the executive sponsor and project manager.



Tier 1

- 1. Authority/Mission**
 - a. Guiding principles document containing mission and authority statements
 - i. Meet with appropriate parties to determine statutory and/or regulatory requirements and authority
 - ii. Facilitate design-thinking session to define the goals and objectives and align the mission with the authority
- 2. Business process review**
 - a. The baseline of current HR work activities and required competencies for *10 job types*
 - i. Working sessions to define core activities and competencies needed for each of *10* affected job types
 - b. Recommended edits to HR process flows
 - i. Facilitate meetings with HR representatives from across the business to review existing processes and integrate changes to activities
 - ii. Client to incorporate changes into State's BPM system
- 3. Identify data needs and performance measures**
 - a. Enterprise business model performance metrics and measures
 - i. Recommend performance metrics and measures
- 4. Track work and results / Identify workforce needs**
 - a. Workforce planning model
 - b. Organizational design model
- 5. Implement workforce changes**
 - a. Facilitated job design working session
 - i. Facilitate working sessions to group activities into roles and roles into jobs
 - b. Facilitated team and organization structure working session
 - i. Facilitate working sessions to map jobs into teams and teams into the organizational structure
 - c. Facilitated implementation timeline working session
 - i. Facilitate working session to determine milestones during the implementation phase
 - d. Action Learning
 - i. Action learning is a powerful action-oriented problem-solving model that will be used to engage HR leaders in the management of HR reorganization.
 - ii. Participants will be placed in action learning teams and each action learning team will work interdependently with other action learning teams.
 - e. Performance coaching - HR leaders will receive coaching for communicating their core values, culture, mission, and vision and helping others to cascade those messages throughout your organization during the HR reorganization



Tier 2

1. Authority/Mission

- a. Guiding principles document containing mission and authority statements
 - i. Meet with appropriate parties to determine statutory and/or regulatory requirements and authority
 - ii. Facilitate design-thinking session to define the goals and objectives and align the mission with the authority

2. Business process review

a. Competency dictionary

- i. Draft competency dictionary (determine competencies, definitions and proficiency levels)
- ii. Review session with client to determine necessary modifications

b. The baseline of current HR work performed for

- i. Working sessions to define core activities and required competencies for each of **10** affected job types
 - 1. Draft survey
 - 2. Collect recommended survey draft edits from working session participants
 - 3. Client administers survey
 - 4. Code survey responses
 - 5. Meet with client to review survey results and recommendations for activities to stop, start, and do more efficiently and effectively

c. Revised HR process flows

- i. Facilitate meetings with HR representatives from across the business to review existing processes and integrate changes to activities
- ii. Client to incorporate changes into State's BPM system

3. Identify data needs and performance measures

- a. Enterprise business model performance metrics and measures
 - i. Recommend performance metrics and measures
 - ii. Work with client to determine feasibility and implementation requirements

4. Track work and results / Identify workforce needs

- a. Workforce planning model and toolkit
- b. Organizational design model and toolkit

5. Implement workforce changes

- a. Job profiles
 - i. Facilitate working sessions to group activities into roles and roles into jobs
 - ii. Draft job profiles
- b. Team and organization structure
 - i. Facilitate working sessions to map jobs into teams and teams into the organizational structure
 - ii. Draft team and organization structure



- c. Implementation plan and timeline
 - i. Facilitate working session to determine milestones during the implementation phase
 - ii. Develop descriptions of milestone activities
- d. Change strategy activity roadmap
 - i. Design roadmap and guide with descriptions and instructions
- e. Action Learning
 - i. Action learning is a powerful action-oriented problem-solving model that will be used to engage HR leaders in the management of HR reorganization.
 - ii. Participants will be placed in action learning teams, and each action learning team will work interdependently with other action learning teams.
- f. Leadership Workshop – Develop greater leader self-awareness by exploring participant's core values, narrative, and authentic foundation and how each shapes their interactions with others
 - i. Leveraging individual strengths to lead more effectively
 - ii. Introduction to Transformational Leadership
- g. Performance coaching - HR leaders will receive coaching for communicating their core values, culture, mission, and vision and helping others to cascade those messages throughout your organization during the HR reorganization.

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Tier 3 - In addition to Tier 2, we add the following:

- 3. Identify data needs and performance measures**
 - a. Individual performance metrics
 - i. Map new work activities to individual performance metrics
- 4. Track work and results / Identify workforce needs**
 - a. Current HR workforce competency baseline
 - i. Design HR workforce competency survey
 - ii. Client to administer workforce competency inventory for HR managers/supervisors
 - b. Current HR workforce competency gap analysis
 - i. Map individual competencies to required competencies
 - c. Workforce development
 - i. Recommend workforce development opportunities
- 5. Implement workforce changes**
 - a. Impacted stakeholder group classifications
 - i. Determine how to organize impacted individuals into stakeholder groups best
 - b. Change impact scale
 - i. Define scale for areas of impact and levels of change
 - c. Change plan
 - i. Determine the recommended change activities, communication channels, and change adoption metrics
 - d. Leader, manager, and change network toolkits
 - i. Develop toolkits for the client to design customized leader, manager, and change network
 - e. Preferred candidate role personas
 - i. Facilitate working sessions with the recruitment team

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